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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/283,389	04/01/1999	JAY S. WALKER	WD2-98-099	9931

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EXAMINER

TESFAMARIAM, MUSSIE

ART UNIT	PAPER NUMBER
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3622

DATE MAILED: 07/11/2002

9

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.
09/283,389

Applicant(s)
Jay S. Walker et al

Examiner
Mussie Tesfamariam

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on Apr 1, 1999.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-121 is/are pending in the application.
- 4a) Of the above, claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-121 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claims _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
*See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s). 4 6) ☐ Other:

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DETAILED ACTION

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

2. Claims 1-9, 11-2-32, 34-75, 77-96, 98-109, 111-121 are rejected under 35 U.S.C. 102(e) as being anticipated by Woolston, 5,845,265.

3. As per claim 1, Woolston discloses in a method for a supplier to offer multiple products to a first person, comprising: storing data relating to a first product that has been provided to the first person see the abstract, fig 3, item 214, fig 7, item 422, col 1, lines 5-15, 37-42, 54-67, col 2, lines 21-26, col 9, lines 63-65, col 20, lines 45-50, col 22, lines 50-54 and data identifying the first person in a memory of a computer; see col 24, lines 49-54; receiving an inquiry relating to the first product from a second person; see col 7, lines 24-41; searching the memory to determine whether the data relating to the first product is stored therein; see fig 9, item 504, col 1, lines 38-41, col 3, lines 13-22, col 9, lines 50-60; and transmitting an offer for a second product to the first person based on the data identifying the first person. See fig 7, items 400, 408, col 12, lines 45-66.

As per claim 2, Woolston discloses in the step of the supplier making an agreement with the first person, the agreement relating to the providing of the first product to the first person, wherein the

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agreement is selected from at least one of a lease agreement, a finance purchase agreement, and an outright purchase agreement. See the abstract, fig 2, fig 9, col 5, lines 39-45, 55-65, col 10, lines 15-21, 43-64, col 20, lines 61-64, col 22, lines 24-29, col 23, lines 42-47.

As per claim 3, Woolston discloses in the step of making an agreement with the first person, wherein the agreement provides that the supplier will offer the first person the second product. See col 2, lines 41-53, col 6, lines 51-53, col 20, lines 61-64, col 22, lines 24-29, col 23, lines 42-47.

As per claim 4, Woolston discloses in the agreement further provides a time period within which the supplier will transmit the offer to the first person. See col 9, lines 28-32, col 12, lines 61-66

As per claim 5, Woolston discloses in the agreement further provides a description of the second product that the supplier will offer to the first person. See col 2, lines 41-53, col 6, lines 51-53, col 20, lines 61-64, col 22, lines 24-29, col 23, lines 42-47.

As per claim 6, Woolston discloses in the agreement further provides that the first person will obtain the second product for an amount equal to a cost of the second product minus a fair market value of the first product. See col 5, lines 28-36, col 22, lines 11-18.

As per claim 7, Woolston discloses in the agreement further provides that the fair market value of the first product will be determined by a third party. See col 5, lines 28-36, col 13, lines 1-9.

As per claim 8, Woolston discloses in the third party is the supplier. See col 13, lines 1-9.

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As per claim 9, Woolston discloses in the data that relates to the first product is selected from at least one of a manufacturer, physical characteristics, model, and product identifier of the first product. See col 13, 26-39, col 16, lines 44-49.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over, Woolston, 5845265 as applied to claim 1 above, and further in view of Scroggie Michael et al, W0 97/23838 .

As per claim 10, Woolston discloses in the agreement further provides a time period within which the supplier will transmit the offer to the first person. See col 9, lines 28-32. However, Woolston fails to disclose in the data that identifies the first person is selected from at least one of a name, address, telephone number, e-mail, address, and identification number of the first person. Scroggie Michael et al disclose in the data that identifies the first person is selected from at least one of a name, address, telephone number, e-mail, address, and identification number of the first person. See Pages 11-14, fig 3. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify the system of WOOLSTON

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such that it will contain important information of the contact person. This is because it would improve Woolston's system to select the stored data from the given address.

As per claim 11, Woolston discloses in the first and second products are selected from at least one of goods and services. See the abstract.

As per claim 12, Woolston discloses in the second person has access to the data that relates to the first product. See fig 1.

As per claim 13, Woolston discloses in the step of storing data relating to an inventory of products from which the first person may select the second product. See the abstract, col 1, lines 5-15, col 3, lines 25-32

As per claim 14, Woolston discloses in the data relating to the inventory of products comprises data identifying a variety of new products. See the abstract, fig 13, col 11, lines 35-38.

As per claim 15, Woolston discloses in the step of searching comprises the step of evaluating the availability of the first product. See fig 13, col 15, lines 43-67.

As per claim 16, Woolston discloses in the availability of the first product is affected by at least one of (I) an agreement between the supplier and the first person that describes a time period within which the first person may be contacted in order to receive the offer, (ii) the availability of the second product, and. (iii) the cost of the second product. See fig 13, col 6, lines 21-35, 48-54, col 9, lines 27-34.

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As per claim 17, Woolston discloses in the offer to the first person further provides that the first person can obtain the second product for an amount equal to a cost of the second product minus a fair market value of the first product. See col 5, lines 28-45.

As per claim 18, Woolston discloses in the offer to the first person further provides that the fair market value of the first product is to be determined by a third party. See col 13, lines 1-20.

As per claim 19, Woolston discloses in the third party is the supplier. See col 13, lines 1-20.

As per claim 20, Woolston discloses in the offer includes an amount the first person is to pay for the second product, and wherein the amount is equal to the difference between a cost associated with the second product and a cost associated with the first product. See col 5, lines 28-43.

As per claim 21, Woolston discloses in the amount the first person is to pay for the second product is affected by a product variable selected from at least one of the condition of the first product, the availability of the second product, and the price of the second product. See col 6, lines 27-45.

As per claim 22, Woolston discloses in the offer to the first person further provides a selection of products from which the first person can choose the second product. See the abstract, fig 13.

As per claim 23, Woolston discloses in the first product includes more than one product. See col 1, lines 17-22.

As per claim 24, Woolston discloses in a memory for storing data relating to a first product that has been provided to the first person and data identifying the first person; the abstract, fig 3, item 214, fig 7, item 422, col 1, lines 5-15, 37-42, 54-67, col 2, lines 21-26, col 9, lines 63-65, col 20,

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lines 45-50, col 22, lines 50-54 and a processor in communication with the memory, wherein the processor is programmed to store the data relating to the first product and the data identifying the first person in the memory; see receive an inquiry relating to the first product from a second person; see col 24, lines 49-54; receiving an inquiry relating to the first product from a second person; see col 7, lines 24-41; searching the memory to determine whether the data relating to the first product is stored therein; see fig 9, item 504, col 1, lines 38-41, col 3, lines 13-22, col 9, lines 50-60; and transmitting an offer for a second product to the first person based on the data identifying the first person. See fig 7, items 400, 408, col 12, lines 45-66.

Claims 25, 47, 68, 93, 102 contain the same limitations as claim 2, therefore are rejected by the same rationale.

Claims 26, 48, 69, 94, 103 contain the same limitations as claim 3, therefore are rejected by the same rationale.

Claims 27, 49, 70, 104 contain the same limitations as claim 4, therefore are rejected by the same rationale.

Claims 28, 50, 71, 105 contain the same limitations as claim 5, therefore are rejected by the same rationale.

Claims 29, 51, 72, 106 contain the same limitations as claim 6, therefore are rejected by the same rationale.

Claims 30, 52, 73, 107 contain the same limitations as claim 7, therefore are rejected by the same rationale.

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Claims 31, 53, 74, 108 contain the same limitations as claim 8, therefore are rejected by the same rationale.

Claims 32, 54, 75, 96, 109 contain the same limitations as claim 9, therefore are rejected by the same rationale.

Claims 33, 55, 76, 97, 110 contain the same limitations as claim 10, therefore are rejected by the same rationale.

Claims 34, 56, 77, 95, 111 contain the same limitations as claim 11, therefore are rejected by the same rationale.

Claims 35, 78, 98, 112 contain the same limitations as claim 12, therefore are rejected by the same rationale.

Claims 36, 57, 79, 81, 113 contain the same limitations as claim 13, therefore are rejected by the same rationale.

Claims 37, 58, 80, 82, 114 contain the same limitations as claim 14, therefore are rejected by the same rationale.

Claims 38, 83, contain the same limitations as claim 15, therefore are rejected by the same rationale.

Claims 39, 84, 99 contain the same limitations as claim 16, therefore are rejected by the same rationale.

Claims 40, 59, 85, 115 contain the same limitations as claim 17, therefore are rejected by the same rationale.

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Claims 41, 60, 86, 116 contain the same limitations as claim 18, therefore are rejected by the same rationale.

Claims 42, 61, 87, 117 contain the same limitations as claim 19, therefore are rejected by the same rationale.

Claims 43, 63, 88, 118 contain the same limitations as claim 20, therefore are rejected by the same rationale.

Claims 44, 62, 65, 90, 120 contain the same limitations as claim 22, therefore are rejected by the same rationale.

Claims 45, 66, 91, 100, 121 contain the same limitations as claim 23, therefore are rejected by the same rationale.

Claims 64, 89, 119 contain the same limitations as claim 21, therefore are rejected by the same rationale.

As per claim 46, Woolston discloses in obtaining a first product; see the abstract, fig 13, col 1, lines 1-15, 59-61; transmitting data to the supplier including a description of the first product and a description of the first person; see fig 7, items 400, 408, col 12, lines 45-66; and receiving an offer for a second product from the supplier, wherein the offer is a result of an inquiry by a second person to the supplier for the first product. Col 4, lines 23-25.

Claims 47, 66, 91, 121 contain the same limitations as claim 23, therefore are rejected by the same rationale.

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Claims 67, 101 contain the same limitations as claim 1, therefore are rejected by the same rationale.

As per claim 92, Woolston discloses in obtaining a first product; see the abstract, fig 13, col 1, lines 1-15, 59-61; transmitting data to the supplier including a description of the first product and a description of the first person; see fig 7, items 400, 408, col 12, lines 45-66; and receiving an offer for a second product from the supplier, wherein the offer is a result of an inquiry by a second person to the supplier for the first product. Col 4, lines 23-25.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **Mussie Tesfamariam** whose telephone number is **(703)305-1393**. The examiner can normally be reached on Monday - Friday from 9:00 a.m. to 6:00 p.m. If attempts to reach the examiner by telephone are unsuccessful, the **examiner's supervisor, Eric Stamber** can be reached at **(703) 305-8469**.

Any response to this office action should be mailed to:

Commissioner of Patents and Trademarks

Washington, D.C. 20231

or faxed to:

(703) 872-9326, (for formal communications intended for entry Before Final)

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Or:

(703) 746-5546, (for informal or draft communications, please label
"PROPOSED" or "DRAFT")

Or:

(703)872-9327, (for After-Final)

Or:

(703)-872-9325 (for customer Service)

Or: (703)-308-113, (Receptionist Phone)

Hand-delivered responses should be brought to **Crystal park V, 2451 Crystal Drive**

Arlington, Virginia, (Receptionist).

Mussie Tesfamariam

June 28, 2002

Stephen Gravini for GWS

STEPHEN GRAVINI
PRIMARY EXAMINER